

# Notice of Contract Purchase Agreement



**State Of Rhode Island  
 Department of Administration  
 Division of Purchases  
 One Capitol Hill  
 Providence, RI 02908-5860**

<b>V E N D O R</b>	<b>AETNA BRIDGE COMPANY          100 JEFFERSON BLVD STE 100          WARWICK, RI 02888-3849          United States</b>
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<b>S H I P T O</b>	<b>DOT CONTRACT ADMINISTRATION          TWO CAPITOL HILL, RM 112          SMITH ST          PROVIDENCE, RI 02903          United States</b>
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<b>RIDOT: D/B Washington Bridge No. 700 Demolition - Aetna</b>	
Award Number	<b>3899563</b>
Revision Number	<b>0</b>
Effective Period	<b>15-JUL-2024 - 20-MAR-2030</b>
Approved PO Date	<b>15-JUL-2024</b>
Vendor Number	<b>98-iSupplier</b>

Type of Requisition	<b>*OTHER</b>
Requisition Number	<b>1859239/1868290</b>
Change Order Requisition Number	
Solicitation Number	<b>TRFP24004167</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	<b>- Stephens, Michael</b>
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

**PURCHASE AGREEMENT 3899563 DATED 07/15/2024  
 RIDOT: DESIGN-BUILD WASHINGTON BRIDGE NO. 700 DEMOLITION**

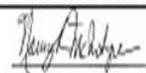
**CONTRACT PERIOD:  
 JULY 15, 2024 TO MARCH 20, 2030**

**ANTICIPATED COMPLETION DATE MARCH 20, 2025**

**INVOICE TO**

**IMMEDIATE VENDOR ACTION REQUIRED:**  
 Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  
[https://controller.admin.ri.gov/sites/g/files/xkgbur621/files/2024-05/Paperless-Invoicing-Initiative\\_09-01-2020.pdf](https://controller.admin.ri.gov/sites/g/files/xkgbur621/files/2024-05/Paperless-Invoicing-Initiative_09-01-2020.pdf)

**REGISTRATION REQUIREMENTS**  
**IMMEDIATE VENDOR ACTION REQUIRED:**  
 ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :<https://www.ridop.ri.gov/osp/osp-vendor-registration.php>

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

CONTRACT CONTROL VALUE:  
\$45,777,000.00

RIC# 2024-DB-033  
PTS ID#: 2608T  
RI FAP#: BRO-0700(011)  
REQUISITION 1859238/1868290

PURCHASE ORDER ISSUED IN ACCORDANCE WITH TRFP24004167 ISSUED APRIL 26, 2024 AND AETNA BRIDGE COMPANY PROPOSAL SUBMITTED JUNE 24, 2024.

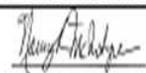
AETNA BRIDGE COMPANY shall provide services for the demolition of the Washington Bridge Westbound will include the removal of the bridge superstructure above the bearings along spans 1 through 18 and spans R1 through R3. The demolition will include the removal of the existing bridge deck, parapets, spandrel facade arch beams, drop in prestressed concrete AASHTO I-beams, post tensioned concrete cantilever beams, steel plate girders, and the Gano Street off-ramp 3 cell non prismatic cast-in-place reinforced concrete box structure. The demolition of the Washington Bridge Westbound superstructure will include the removal of the west abutment approach slab and integral backwall along with the superstructure in span as outlined in Solicitation TRFP24004167.

AGENCY CONTACT:  
JAMES CAPALDI, DOT  
PHONE: 401-563-4083  
EMAIL: JAMES.CAPALDI@DOT.RI.GOV

VENDOR CONTACT:  
JEFFREY A BOSTOCK  
401-728-0400  
EMAIL: jbostock@aetnabridge.com

Reference Documents: CONTRACT AGREEMENT  
3899563.pdf

<b>INVOICE TO</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b> Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : <a href="https://controller.admin.ri.gov/sites/g/files/xkgbur621/files/2024-05/Paperless-Invoicing-Initiative_09-01-2020.pdf">https://controller.admin.ri.gov/sites/g/files/xkgbur621/files/2024-05/Paperless-Invoicing-Initiative_09-01-2020.pdf</a></p>
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<b>STATE PURCHASING AGENT</b>
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**Contract Terms and Conditions**

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**Terms and Conditions****PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****CAMPAIGN FINANCE**

**CAMPAIGN FINANCE:** § 17-27-2. Affidavits required. In connection with contracts for goods or services to be provided at a cost of five thousand dollars (\$5,000) or more between a state vendor and a state agency, whether written or unwritten, the state vendor shall execute, under oath, an affidavit concerning reportable contributions pursuant to chapter 25 of this title. If the state vendor has, within the twenty-four (24) months preceding the date of the contract, contributed an aggregate amount in excess of two hundred fifty dollars (\$250) within a calendar year to any general officer, any candidate for a general office, any member of the general assembly or candidate for the general assembly, or any political party; the state vendor shall file the affidavit with the board of elections and shall list the name of the general officer, member of the general assembly or candidate or political party, the amount and date of each contribution made during the preceding twenty-four (24) months and the total gross amount, in dollars, of contracts entered into between the state vendor and all state agencies during that period of time. Failure to comply may result in civil penalties levied by the Board of Elections in accordance with the applicable statutory provisions. Additionally, the Division of Purchases and Board of Elections may collaborate and/or share related information to ensure that awarded vendors are adhering to these requirements. The link for the affidavit is <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>.

**ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

**MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE**

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA

contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

#### **MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

#### **BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

#### **EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

#### **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming

goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

